

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (Rev 06/03)

AGREEMENT NUMBER
<b>10-C0101</b>
REGISTRATION NUMBER
<b>1131034</b>

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**Department of Pesticide Regulation (DPR)**

CONTRACTOR'S NAME

**The Regents of the University of California**

2. The term of this Agreement is: February 1, 2011 or upon final approval by the State, whichever occurs later through June 30, 2013

3. The maximum amount of this Agreement is: **\$25,454.00**  
**Twenty-five thousand four hundred fifty-four dollars and no cents**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

<b>Exhibit A – Scope of Work</b>	3 Pages
<b>Exhibit B – Budget Detail and Payment Provisions</b>	3 Pages
<b>Exhibit C* – General Terms and Conditions (GIA 610)</b>	
<b>Exhibit D - Special Terms and Conditions</b>	1 Pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

**The Regents of the University of California**

BY (Authorized Signature)



DATE SIGNED (Do not type)

3/2/11

PRINTED NAME AND TITLE OF PERSON SIGNING

**Bernadine A. Smith**  
**Training Contracts & Grants Analyst**

ADDRESS

ANR Building  
Hopkins Road, Davis, CA 95616

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Pesticide Regulation**

BY (Authorized Signature)



DATE SIGNED (Do not type)

3-4-11

PRINTED NAME AND TITLE OF PERSON SIGNING

**Samantha Lewis, Business Services Office Manager**

ADDRESS

1001 I Street, Sacramento, CA 95814

**California Department of General  
Services Use Only**

☒ Exempt per:

Delegation Letter 74.4

**EXHIBIT A**  
**STANDARD AGREEMENT**

**SCOPE OF WORK**

1. The Regents of the University of California is hereinafter referred to as UC ANR or Contractor
2. This Agreement will commence on the start date March 4, 2011 as presented herein or upon final approval by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on June 30, 2013. The services shall be provided during normal working hours.
3. The Project Representatives during the term of this Agreement will be:

- A. All official communications, except invoices, from the Contractor to DPR shall be directed to the attention of the DPR Contract Manager, Dr. Robert Budd, at:

Department of Pesticide Regulation  
Environmental Monitoring Branch, MS 3B  
1001 I Street  
P.O. Box 4015  
Sacramento, CA 95812-4015

Phone (916) 445-2505      Fax (916) 324-4088  
E-mail: rbudd@cdpr.ca.gov

- B. All invoices from the Contractor to DPR shall be directed to:

Department of Pesticide Regulation  
Attn: Accounts Payable  
P.O. Box 4015, MS 4A  
Sacramento, CA 95812-4015

- C. All programmatic communications from DPR to the Contractor shall be directed to the attention of Dr. Darren Haver:

University of California Cooperative Extension – Orange County  
1045 Arlington Drive  
Costa Mesa, CA 92626

Phone (714) 708-1613      Fax (704) 708-2754  
E-mail: dlhaver@ucdavis.edu

**EXHIBIT A**  
**STANDARD AGREEMENT**

- D. All administrative communications, except payments, from DPR to the Contractor shall be directed to the attention of Lynn Deetz, Principal Contract and Grant Analyst, or designee at:

University of California, ANR Building  
Hopkins Road  
Davis, CA 95616

Phone (530) 752-7875                      Fax (530) 754-3943  
E-mail: [ledeetz@ucdavis.edu](mailto:ledeetz@ucdavis.edu)

- E. All payments from DPR to the Contractor shall be directed to:

Cashier's Office  
P.O. Box 989062  
West Sacramento, CA 95798-9062

- F. The Project Representatives during the term of this Agreement may be changed by mutual written agreement without the necessity of formal amendment to this Agreement.

4. The Regents of the University of California / UC ANR agrees to provide the following services using the standardized storm water sampling protocol, Caltrans Comprehensive Protocols Guidance Manual, 2003 at <http://www.dot.ca.gov/hq/env/stormwater/pdf/CTSW-RT-03-105.pdf>); including:
- A. Track potential rainstorm events within Laguna Niguel and Aliso Viejo and prepare for one stormwater event during FY 11 and two events during FY 11-12 and FY 12-13 with a predicted rainfall amount great enough to produce runoff from urban landscapes;
  - B. Complete repairs on existing autosamplers that are in need of maintenance;
  - C. Assist DPR in setting up and installing two "Green Box" automated sampling stations, one at WC-1 and one at SC-2, dependent on permission from local government entities;
  - D. Program and activate all installed autosamplers designated for this study before five storm events to collect storm water runoff; and,
  - E. Provide all pertinent information collected from the automated sampling stations (i.e. flow, time of collections, etc.) to DPR.

**EXHIBIT A**  
**STANDARD AGREEMENT**

**5. Responsibilities of DPR**

DPR is responsible for managing the contract and developing a standardized field datasheet for the project prior to the beginning of storm water sampling by the Contractor.

**EXHIBIT B**  
**Standard Agreement**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing**

- A. For services rendered in accordance with the Scope of Work and upon receipt and approval of the invoices by the Contract Manager, DPR agrees to compensate Contractor, in arrears, for actual allowable costs incurred as specified herein and in accordance with the rates specified herein or attached hereto. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate, quarterly in arrears, to:

Department of Pesticide Regulation  
Attn: Accounts Payable  
P.O. Box 4015, MS-4A  
Sacramento, CA 95812-4015

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DPR shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DPR shall have the option to either cancel this Agreement with no liability occurring to DPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

**3. Payment**

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual (SAM) Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the California Government Code, Sections 11256 and 11257.
- C. Transportation and subsistence costs shall not exceed rates authorized to be paid UC system non-represented employees traveling within California.

**EXHIBIT B**  
**Standard Agreement**

- D. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.
- E. Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position. Documentation supporting specific salary costs will be presented if requested by DPR. Non-wage costs will be billed, in summary, according to general expense categories. A detailed report of transactions will support the billing. Individual expenditures exceeding \$500.00 will be supported by a photocopy of the original documentation. Documentation in support of expenditures less than \$500.00 will be presented if requested by DPR.
- F. Contractor shall not commence performance of work or services until this contract has been approved by the State. No payment will be made prior to approval nor for any work performed prior to approval of this Agreement.

**4. Rates**

Rates for these services are as follows:

**Table I – Expenditures by Budget Line Item**

Budget Categories	Total
A. Personnel	\$ 12,390
B. Fringe Benefits @ 67% for PR	\$8,301
C. Travel ①	\$0
D. Operating Expenses②	\$0
E. Total Direct Charges	\$20,691
F. Indirect Charges ③	\$4,763
④Total Funding	\$25,454

①Travel - Invoice for payments on travel shall be based on the UC travel rates and guidelines.

②Operation Expenses Includes: material and supplies, printing, telephone, Internet and other communication media; postage; software; proprietary data; recording instruments; sample storage and shipping materials. This line item does not include any equipment with a unit acquisition of \$5,000 or more.

③Indirect Charges includes: department and general administration, and sponsored projects administration (off-campus other sponsored activity rate).

④ Contractor will be reimbursed only for actual services performed and invoiced.

**EXHIBIT B**  
**Standard Agreement**

**Table II. Detail of Salaries and Wages & Direct Benefits**

Budget Line Item	FY 10-11	FY 11-12	FY 12-13	TOTAL
1. Salaries & Wages (@ \$21/hr)	3,822	4,284	4,284	12,390
2. Direct Benefits (@ 67%)	2,561	2,870	2,870	8,301
3. Travel (in state) ①	0	0	0	0
4. Supplies ②	0	0	0	0
4. Overhead				
10-11 @ 22.5% ③				
11-12 @ 23.0%				
12-12 @ 23.5%	1,436	1,645	1,682	4,763
<b>Total</b>	<b>7,819</b>	<b>8,799</b>	<b>8,835</b>	<b>25,454</b>

**5. Cost Limitation**

- A. The total amount of this Agreement shall not exceed \$ 25,454.00.
- B. It is understood and agreed that this total is an estimate and that DPR will pay for only those services actually rendered as authorized by the DPR Contract Manager or his/her designee.

**EXHIBIT D**  
**Standard Agreement**

**SPECIAL TERMS AND CONDITIONS**

**1. Termination**

- A. Either Party reserves the right to terminate this agreement without cause upon thirty (30) days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination, including any non-cancelable obligations.
- B. In the event that the total Agreement amount is expended prior to the expiration date, DPR may, at its sole discretion, terminate this Agreement with 30 days notice to contractor.

**2. Subcontracting**

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

**3. Dispute Resolution**

- A. DPR reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that the DPR gives the performing agency a notice that this Agreement will be terminated. If DPR exercises this right, the stop-work order will be in effect until the dispute has been resolved or this Agreement has been terminated.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by agency employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each agency for joint resolution.
- C. The Contractor shall continue to perform all its responsibilities under this agreement during any dispute until notified to stop work or expiration of this Agreement.

**4. Harassment Free Workplace**

The Department of Pesticide Regulation (DPR) is committed to providing a safe, secure environment, free from sexual misconduct. It is policy of the Department that employees have the right to work in an environment that is free from all forms of discrimination, including sexual harassment. This policy specifically speaks to freedom from a sexually harassing act that results in the creation of an intimidating, hostile or offensive work environment or that otherwise interferes with an individual's employment or work performance. As a Contractor with DPR, you and your staff are expected to comply with a standard of conduct that is respectful and courteous to DPR employees and all other persons contacted during the performance of this Agreement. Sexual harassment is unacceptable, will not be tolerated; and may be cause for prohibiting some or all of the Contractor's staff from performing work under this Agreement.